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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CAMINO PROPERTIES, LLC, a foreign
limited liability company,

Plaintiff,

v.

INSURANCE COMPANY OF THE WEST, a
California company, DOES INDIVIDUALS 1
through 100, inclusive; ROE ENTITIES 1
through 100, inclusive, BOE BONDING
COMPANIES 1 through 100, inclusive,

Defendants.

Case No.: 2:13-cv-02262-APG-CWH

STIPULATION AND ORDER

Pursuant to LR-7.1, Plaintiff Camino Properties, LLC (“Camino”) and Defendant Insurance Company of the West (“ICW”), by and through their respective counsel, propose the following stipulation for the Court’s approval:

Camino filed three motions in limine. (Dkt. ##74, 75, 76.)

The Honorable United States District Judge Andrew P. Gordon ordered the parties to meet and

1 confer about the substance of Camino's motions in limine. (Dkt. #77.)

2 The parties met and conferred as ordered.

3 The parties agree that a few of the prophylactic goals of the motions in limine may be obtained
4 by incorporating their agreements into a stipulation and proposed order for the Court's consideration.

5 The parties agree as follows:

6 A. Camino will withdraw its motions in limine nos. 1 and 2 (Dkt. ## 74, 75);

7 B. Camino filed a certificate (Dkt. #78) that the parties have conferred in good faith in
8 regard to the substance of its motion in limine no. 3 (Dkt. #76), and the parties were
9 unable to reach an agreement concerning the same. ICW filed an opposition to
10 Camino's motion in limine no. 3 (Dkt. #79);

11 C. Camino and ICW agree that (1) evidence regarding Charles Sprincin's financial
12 condition will be precluded from being offered as evidence at trial in this matter; (2)
13 evidence regarding the profitability of Camino Properties, LLC will be precluded from
14 being offered as evidence at trial in this matter; and (3) Mr. Schwartz testimony will be
15 limited to testimony concerning ICW's procedures for reviewing, investigating,
16 resolving, negotiating, and/or satisfying claims against a bond similar to the bond
17 issued by ICW.

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1 Based on the foregoing, the parties respectfully request the Court enter an order (1) precluding
2 from trial evidence regarding Charles Sprincin's financial condition and the profitability of Camino
3 Properties, LLC; and (2) limiting the scope of Mr. Schwartz's testimony to concern only ICW's
4 customary procedure for reviewing, investigating, resolving, negotiating, and/or satisfying claims
5 against a bond similar to the bond issued by ICW.

6 Dated this 18th day of February, 2016.

7 THE FAUX LAW GROUP

GORDON REES


9 By: /s/ Jordan Faux
10 Kurt C. Faux, Esq.
Attorneys for Insurance Company of the West

By: /s/ Brian K. Walters
Robert E. Schumacher, Esq.
John M. Ludwig, Esq.
Brian K. Walters, Esq.
Attorneys for Plaintiff

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13 **ORDER**

14 **IT IS SO ORDERED**

15 DATED: February 18, 2016.

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United States District Judge